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Before the  
Federal Communications Commission  
Washington, D.C. 20554

JAN 12 2006

Federal Communications Commission  
Office of Secretary

In re:

Amendment of Section 73.202(b)  
Table of Allotments  
FM Broadcast Stations  
Dalhart and Perryton, Texas

MB Dkt No. 05-144  
RM-11189

**FURTHER COMMENT OF PERRYTON RADIO, INC.**

Perryton Radio, Inc., licensee of station KEYE-FM (Perryton, Texas) hereby provides this Further Comment in the above-captioned proceeding. In its Opposition, Radio Dalhart Inc. questions the basis for Perryton Radio's concern over Dalhart's financial wherewithal and its ability to reimburse Perryton's expenses. Indeed, Radio Dalhart accuses Perryton Radio of "paranoia."<sup>1</sup>

The attached affidavit of Rochelle Smith Lacy, a third party with no interest in this proceeding, states (among other things) that George Chambers, the owner of Radio Dalhart, is currently in default on a \$182,774.96 debt obligation to Ms. Lacy's company, Spearhead Broadcasting. It states that Spearhead (acting through its lawyers) formally demanded payment many months ago, and that Mr. Chambers has "refused to cure the default."

Perryton Radio has serious and well-founded doubts as to the financial ability of Radio Dalhart, Mr. Chambers' company, to take on an additional obligation to

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<sup>1</sup> Dalhart Opposition at ¶7.

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pay the \$50,000 to \$100,000 that it would likely cost for Perryton Radio to change frequencies.<sup>2</sup>

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'W. S. Carnell', with a horizontal line underneath.

William S. Carnell  
Counsel to Perryton Radio, Inc.  
715 Hawkins Way  
Alexandria, VA 22314  
703-307-8482

January 12, 2006

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<sup>2</sup> Cf., e.g., *Columbus, Nebraska*, 59 Rad. Reg. 2d 1184 ¶6 (1986).

**Certificate of Service**

I, William S. Carnell, hereby certify that the attached Further Comment was served on the following by U.S. Mail, postage prepaid, on this the Twelfth day of January, 2006:

Peter Gutmann, Esq.  
Womble, Carlye, Sandridge & Rice, PLLC  
1401 I Street, NW  
Seventh Floor  
Washington, DC 20005

John Karousos, Assistant Chief  
Audio Division, Media Bureau  
Federal Communications Commission  
445 12<sup>th</sup> Street SW  
Washington DC 20554

  
\_\_\_\_\_  
William S. Carnell

**Attachment 1**

Affidavit of Rochelle Lacy, Spearhead Broadcasting

Jan 11 06 01:32p

Jason O'Neill

01/11/06 10:11

Z 806 659 5531

805-754-3919

CECIL R BIGGERS

P.01

**AFFIDAVIT OF ROCHELLE LACY****STATE OF NEW MEXICO** §**COUNTY OF** TAOS §

Before me, the undersigned notary, on this day, personally appeared **ROCHELLE SMITH LACY**, a person whose identity is known to me. After I administered an oath to her, upon her oath, she said:

1. "My name is **ROCHELLE SMITH LACY**. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated in this affidavit, and they are true and correct.

2. I am Secretary-Treasurer for **SPEARHEAD BROADCASTING, INC.**, a Texas corporation ("Spearhead").

3. As of this date **GEORGE CHAMBERS** ("Chambers") is indebted to Spearhead in the amount of \$182,774.96 by virtue of a promissory note dated November 18, 2003 ("the Note"). The Note provides for monthly payments in the amount of \$2,270.96.

4. As of this date, Chambers is in default on the Note to Spearhead.

5. On June 7, 2005, Spearhead made demand on Chambers to cure the default by paying the sum of \$6,812.88. A true and correct copy of the Spearhead demand is attached hereto as Exhibit "A" and is incorporated herein for all purposes.

6. Chambers has failed and refused to make payment to Spearhead and to cure his default."

*Rochelle Smith Lacy*  
**ROCHELLE SMITH LACY**

SUBSCRIBED AND SWORN TO before me on this 11th day of January,  
2006.

Judy Brunson  
Notary Public in and for  
the State of New Mexico

My Commission Expires:

Oct. 29, 2007

## EXHIBIT A

LAW OFFICE OF  
CECIL R. BIGGERS  
P.O. BOX 342 (806) 659-5531  
TELECOPIER (806) 659-5531  
SPEARMAN, TEXAS 79081

June 7, 2005

Mr. George Chambers  
1806 Monte Vista  
Dalhart, TX 79022

Re: Demand for payment of past-due installments on note dated November 18, 2003 and notice of intent to accelerate unpaid principal balance and accrued interest owed on note.

Dear Mr. Chambers:

Our law firm represents Spearhead Broadcasting, Inc, the noteholder, in connection with your indebtedness owed the noteholder on the real estate lien note executed by you, dated November 18, 2003, payable to the order of Spearhead Broadcasting, Inc., in the original principal amount of \$200,000.00.

You are delinquent in the payment of three (3) installments of \$2,270.96 each on your note payable to the order of the noteholder. These past-due installments shall accrue interest in accordance with the terms of the note until paid. You may contact me at the firm's address to obtain a complete statement and to arrange for payment of this debt.

Demand is hereby made for payment on or before 3:00 P.M. on June 20, 2005, in full for the balance owed on these past-due installments plus interest, which shall have matured to the date of your payment and reimbursement to the noteholder of all reasonable attorney's fees incurred by it in collecting the amounts owed to the noteholder, which are permitted under the note and/or deed of trust.

Payment must be made in cash or by cashier's check at the office of the noteholder at P.O. Box 33, Pampa, TX 79065.

The loan documents executed by you provide that upon default in the punctual payment of the installments due on the note, the unpaid principal balance of the note may be matured at the option of the noteholder. You are notified that if the unpaid balance due on the past-due installments, interest on the past-due installments, and reasonable attorney's fees incurred by the noteholder are not paid before 3:00 P.M. June 20, 2005, the maturity of the unpaid balance of the principal of the note shall automatically be accelerated as of 3:00 P.M. on that date, and the entire unpaid principal balance plus all accrued and earned interest shall become immediately due and payable as of that time without further notice, demand, or other action. (This means if you do not make up such delinquent payments with interest and pay attorney's fees appropriate or reimbursable under the loan



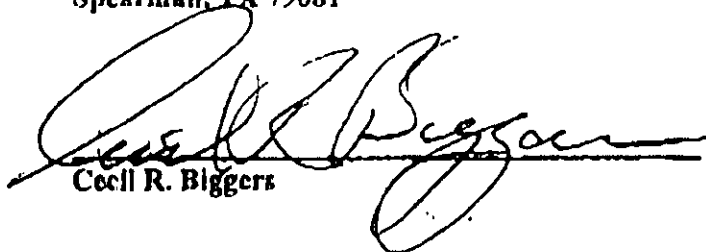
documents that have accrued as of 3:00 P.M. on June 20, 2005, you shall owe and be immediately required to pay the noteholder the sum of \$193,997.19 plus interest at the rate of 6.50 percent per annum, which is \$35.03 per day, and reasonable attorney's fees reimbursable to the noteholder under the note and/or deed of trust.)

Unless you dispute the validity of the debt, or any portion thereof, within thirty days after receipt of this notice, the debt will be assumed to be valid by the undersigned. If you notify the undersigned in writing within thirty days of receipt of this letter that the debt, or any portion thereof, is disputed, I will obtain verification of the debt and will mail a copy of the verification to you. Upon your written request, within the thirty-day period for the verification, I will provide you with the name and address of the original creditor. These thirty-day periods do not alter, waive, or affect the July 8, 2005 time for payment set forth above. You are notified that any information you give me will be used in the collection of the debt owed the noteholder.

If maturity of the indebtedness is accelerated, our client shall instruct the trustee under the deed of trust executed to secure the loan by the noteholder to post the property pledged therein for public foreclosure. If a deficiency remains on your debt after the foreclosure sale, the noteholder may seek to hold you personally liable for any deficiency remaining after such foreclosure. The exercise of such rights shall not constitute a waiver of the other rights and remedies held by the noteholder.

Yours very truly,

LAW OFFICE OF CECIL R. BIGGERS  
P.O. Box 342  
Spearman, TX 79081

  
Cecil R. Biggers

CRB/ylh

Certified Mail No. 7004 1350 0001 6240 7666  
Return Receipt Requested  
and by Regular Mail